

ARDC NO. 6276278

3007042-MJM/CMK

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

THOMAS LAYBURN and CINDY LAYBURN,)

Plaintiffs,)

vs.)

HYD MEC GROUP LIMITED,)

Defendant.)

No.: 08 CV 2876

**AGREED ORDER FOR INSPECTION AND PRESERVATION
OF EVIDENCE**

NOW COMES defendant HYD-MECH GROUP LIMITED, by its attorneys SmithAmundsen LLC, and by agreement with counsel for Plaintiff and counsel for Crucible Service Centers, states as follows:

1. The Plaintiff in this matter alleges that he was injured on November 21, 2007 at Crucible Service Centers, his place of employment, in Romeoville, Illinois, while using a HYD-MECH steel cutting saw, model number H22A.

2. Counsel for Plaintiff has indicated plaintiff suffered amputated injuries to a hand.

3. Plaintiff alleges that the HYD-MECH H22A steel cutting saw was unreasonably dangerous and proximately caused injuries to Plaintiff.

4. As such, the parties agree that the HYD-MECH H22A steel cutter in its current condition constitutes relevant and material evidence at the trial of this case.

5. In addition, the parties agree that any modification, alteration, destruction or change to the current condition of the steel cutter at issue from now until trial will also constitute relevant and material evidence at the trial of this case.

6. Counsel for Crucible Service Centers has informed the parties that the HYD-MECH H22A steel cutter remains in use by Crucible Service Centers, and has been modified since the date of incident identified in Plaintiff's complaint. Additionally, the HYD-MECH H22A steel cutter has been maintained, and may require further maintenance prior to trial in this case.

THEREFORE, IT IS HEREBY ORDERED THAT:

- A. Crucible Service Centers shall make the HYD-MECH H22A steel cutter at issue available for inspection, examination, and photographing by the parties and their respective experts on an agreed date within the next 30-60 days.
- B. Crucible Service Centers shall also retain all documents currently in its possession relating to all modifications and maintenance performed on the HYD-MECH H22A steel cutter at issue, from the date of purchase to the date of trial in this matter. Crucible Service Centers shall produce such documents to the parties at the inspection referenced above, and on an ongoing basis as requested by the parties.
- C. Crucible Service Centers shall not destroy or dispose of (by way of sale, lease, lend, transfer, or otherwise) the HYD-MECH H22A steel cutter at issue or any documents relating

to modifications and maintenance as referenced above without written notice to the parties in this matter. Upon receipt of such notice, the parties shall have a period of 60 days in which to seek relief from the Court regarding any such proposed destruction or disposal of the HYD-MECH H22A steel cutter at issue or documents relating to modifications and maintenance of the steel cutter.

8. Any dispute regarding this agreed order shall be resolved by agreement of the parties or by the Court.

AGREED:

SmithAmundsen LLC

By: /s/ Camille M. Knight
Camille M. Knight

ATTORNEYS FOR HYD-MECH GROUP, LIMITED

Susan E. Loggans & Associates

By: /s/ Devin C. McNulty
Devin C. McNulty

ATTORNEYS FOR PLAINTIFF

Garofalo, Schreiber, Hart & Storm

By: /s/ Philip G. Brinckerhoff
Philip G. Brinckerhoff

ATTORNEYS FOR CRUCIBLE SERVICE CENTERS

SIGNED: June 17, 2008

Way - Chun
JUDGE PRESIDING